

**BEFORE
THE PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA**

Docket No. 2017-32-E

In Re:)
)
3109 Hwy. 25 S. L.L.C. d/b/a 25 Drive-In)
and Tommy McCutcheon,)
)
Complainant/Petitioner,)
)
v.)
)
Duke Energy Carolinas, LLC)
)
Defendant/Respondent.)

**DIRECT TESTIMONY

OF

THEO L. LANE

ON BEHALF OF DUKE ENERGY CAROLINAS, LLC**

1 **Q PLEASE STATE YOUR NAME, CURRENT POSITION, AND BUSINESS**
2 **ADDRESS.**

3 A Theo L. Lane, Government & Communications Relations Manager II, Duke Energy
4 Carolinas, LLC, 763 SC-72, Greenwood, South Carolina 29649.

5 **Q PLEASE DESCRIBE YOUR EDUCATIONAL AND PROFESSIONAL**
6 **BACKGROUND.**

7 A I was educated in the South Carolina public school system before continuing my
8 undergraduate education at the Citadel and University of South Carolina where I earned
9 both AS and BS degrees, then later earned my Masters in Education (MEd) from
10 Columbia College.

11 After a 12 year career in SC law enforcement, I was recruited to then Duke Power
12 Company in 1989 - serving for the next 20 years as a Senior Regional (SC and western
13 NC) Coordinator for the Protective Services Division, overseeing internal investigations,
14 physical asset security programs, and senior level Executive Protection.

15 In 2009, I accepted my current position as a SC District Manager for Government &
16 Community Relations. In this capacity, I oversee local elected official liaison activities;
17 community relations; critical issues management; and philanthropic support to a nine
18 county region of this State. I am now in my 28th year of service with Duke Energy.

19 **Q WHAT IS THE PURPOSE OF YOUR TESTIMONY?**

20 A The purpose of my testimony is to discuss the facts and circumstances leading to the June
21 17, 2015 agreement executed by Tommy McCutcheon ("McCutcheon"), me, and Tommy
22 Fowler pursuant to which McCutcheon requested that Duke Energy Carolinas, LLC

1 (“DEC”) restore electric service at his drive-in movie theater located at 3109 Hwy 25 South
2 in Greenwood, South Carolina (the “Drive-In”) to accommodate the current load
3 requirements of the Drive-In.

4 **Q PLEASE STATE WHAT ACTIONS YOU HAVE TAKEN IN ORDER TO**
5 **PREPARE YOUR TESTIMONY IN THIS CASE.**

6 A I have reviewed the Complaint, the Affidavit and Pre-filed Testimony of McCutcheon, the
7 Affidavit and Pre-Filed Testimony of James R. Calhoun, and the exhibits filed on behalf
8 of McCutcheon. I have also reviewed DEC’s records relating to the Drive-In.

9 **Q FOLLOWING THE POWER FAILURES AT THE DRIVE-IN ON MAY 30TH AND**
10 **JUNE 13TH OF 2015, DID DEC DISCONNECT THE POWER AT THE DRIVE-IN?**

11 A Yes, it did.

12 **Q PLEASE EXPLAIN THE EVENTS LEADING UP TO THE DISCONNECTION.**

13 A After the second power failure, DEC determined that in order to safely supply power to the
14 Drive-In, it was necessary to upgrade the electrical system. I informed Mr. McCutcheon
15 that it would be necessary to upgrade the system. During that discussion Mr. McCutcheon
16 brought up the effect that the upgrade would have on his continuing to receive service on
17 the Greenwood rate. I confirmed to him that the upgrade would disqualify him for the
18 Greenwood rate. McCutcheon objected. I told him that DEC considered the existing service
19 to be dangerous because of the risk of fire. I told him that if he would not agree to an
20 upgrade we would have to disconnect service. We had several conversations during the
21 early part of the week of June 15th, 2015. Our conversations came to a close when Mr.
22 McCutcheon told me that I should direct my discussions to his lawyer, Billy Garrett. I told

1 Mr. McCutcheon that we would be moving forward with the disconnection and I
2 specifically told him that we would delay the disconnection until Wednesday, June 17 so
3 that he would have time to protect perishable food.

4 **Q WAS DEC ABLE TO DISCONNECT SERVICE?**

5 A Yes, but not with any cooperation from Mr. McCutcheon. When our crew reached the
6 Drive-In we found the entrances blocked with trucks and a backhoe. However, our trucks
7 were able to access our facilities through neighboring property and the disconnection was
8 completed on Wednesday, June 17th.

9 **Q DID MCCUTCHEON SUBSEQUENTLY AGREE TO ALLOW DEC TO**
10 **UPGRADE THE ELECTRICAL SYSTEM AT THE DRIVE-IN AND TO BILL**
11 **MCCUTCHEON AT THE CURRENT DEC RATES?**

12 A Yes, he did. Mr. McCutcheon got back in touch with me on June 17th and told me he would
13 agree to the upgrade. Tommy Fowler and I met with him at our offices on June 17th to
14 discuss the upgrade and its impact on the Greenwood Rate. During that meeting Mr.
15 McCutcheon signed the agreement that is attached to my testimony as **Exhibit A**. Also
16 during that meeting Mr. McCutcheon told us that he was worried about losing business if
17 the Drive-In could not open on Thursday, June 18th. I told him that we would make every
18 effort to complete the upgrade so that he could open on Thursday the 18th.

19 **Q WAS DEC ABLE TO ACCOMPLISH THE UPGRADE ON THURSDAY JUNE**
20 **18TH?**

21 A Yes. We had a crew on site early on the morning of the 18th and the work was completed
22 by the middle of the afternoon on the 18th. I went by the Drive-In myself to check on the

1 progress of the work and to thank our crew for getting our customer back on in time to
2 serve his customers on Thursday evening.

3 **Q DID YOU IN ANY WAY THREATEN OR COERCE MCCUTCHEON INTO**
4 **SIGNING THE JUNE 17, 2015 AGREEMENT?**

5 A No. Neither I nor Tommy Fowler in any way threatened or coerced Mr. McCutcheon. We
6 simply explained to McCutcheon that, in order for DEC to provide safe electrical service
7 to the Drive-In, it was necessary to upgrade the electrical service and that upgrading the
8 electrical service would result in an increase in rates. McCutcheon freely and voluntarily
9 signed the agreement and did so without any threats, coercion, or duress.

10 **Q DOES THIS CONCLUDE YOUR TESTIMONY?**

11 A Yes, it does.

June 17, 2015

I, Tommy McCutcheon, have met with Theo Lane, District Manager, Duke Energy South Carolina to discuss the overload service safety concern present at my Greenwood County business, located at 3109 Hwy 25 south, Greenwood, SC.

I request that Duke Energy upgrade and restore my electric service at 3109 Hwy 25 south, Auto Drive-In, to create a safe and reliable service delivery, and accommodate the current load requirements of my business.

It has been explained to me, by Theo Lane, that my request to upgrade the service will require that my business be billed in the future at current Duke Energy rates (beginning immediately after service reconnection), and that the ' old Greenwood County rate ' will no longer apply.

Signed

Tommy McCutcheon

Witnessed

Theo L. Lane , District Manager, Duke Energy South Carolina

Witnessed

Tommy Fowler, Supervisor, Construction & Maint, Greenwood Operations Center